Peter L. Crawley

Loan Number: 8258086



Law Offices Of Friedman & MacFadyen, P.A. Totman Building — Suite 400 210 East Redwood Street Baltimore, Maryland 21202-3399 (410) 727-1759 Fax

# To Whom It May Concern:

I have received your copy of the notice of trustees sale paperwork on my property. I have just received a forbearance agreement from LBPS which has already been signed, notarized and sent to LBPS with the certified check of \$859.88. The package was sent one day priority Fed Ex and will be arriving on Monday morning, 8/23/2010, by 10:30am, EST. I have also attached all documents to this letter, including a copy of the forbearance agreement, the notarized signature, the cashier's check and the receipt of the Fed Ex one day priority mail, as I am asking to please stop the sale of this property because of the forbearance agreement. Any information that you may need should be with LBPS. Please contact them for proof of this forbearance.

Sincerely,

Peter L. Crawley

# Lender Business Process Services

14523 SW Milikan Way, Suite 200; Beaverlon, OR 97005

Business Hours (Padfic Time) Mor-Thu 5:00am to 9:00pm; Frt 6:00am to 6:00pm Stit 6:00am to 12:00pm; Sun 11:00am to 5:00pm

> Payments P.O. Box 7162; Pasadena, CA 91109-7162

Correspondence P.O. Box 4121; Beaverton, OR 97076-4121

Phone

866.570.5277

Fax

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8258(186

Peter L Crawley

Custodian:

Inv. No.:

1703009460

866,578,5277

Website www.lbps.com

Property:

Loan No .:

Borrowci(s);



Dear Peter L Crawley:

August 12, 2010

IBM Lender Business Process Services, Inc. (LBPS) is the servicer of the above-referenced loan. We are pleased to offer you the following Forbearance Agreement. If it is acceptable to you, please sign the agreement, have your signature notarized and rotum it to us on or before August 25, 2010. You should be able to obtain a notary at a bank or other financial institution. This offer is only good through that date and we have no obligation to renew this offer.

## Forbearance Agreement

This Forbearance Agreement ("Agreement") is entered into on or about this 12th day of August, 2010, between Borrower(s) and IBM Lender Business Process Services, Inc. as servicer for the owner of the Loan. This Agreement will not be effective ur til and unless LBPS signs the final version of the Agreement.

### **FACTS**

LBPS is the servicer of the above Loan arising from a promissory note in the original principal amount of \$150,900.00 secured by a deed of trust or mortgage on the above Property. The amount owing on this Loan as of August 12, 2010 is as follows:

Principal	144,305.97
Interest	3,241.22
Escrow Overdraft Balance	696.81
Advances Posted to Account	116.00
Pees and Charges Posted to Account	146.82
Arrestage Balances	0.00
Total	\$148,506.82

There may be additional amounts owed if LBPS has not yet posted charges to the Loan, if prior payments have been made with non-sufficient funds, or taxes and insurance have not been paid.

Borrower(s) is in default under the note and deed of trust or mortgage securing the Loan.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY. COLLORADO: FOR INFORMATION ABOUT THE COLLATERAL PROPERTY. COLLORADO: FOR INFORMATION ABOUT THE COLLATERAL PROPERTY. COLLORADO: FOR INFORMATION ABOUT THE COLLATERAL OF COLLECTION PRACTICES ACT. SEE WWW.COLORADOA) TORNEYOF DEBT MAINTAINS & local office at 600 Seventeenth Strong, Suite 800 North Tower, Denver, CO 80202. The office's phone number is 866.436.4766. NEW YORK CITY: 1331537, 1340663, 1340148. TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. IBM Lender Business Process Services, Inc. is licensed to do business at 14523 SW Milikan Way, Beaucron, Ok. Case 3:11-cv-00617-MHL Document 28-1 Filed 08/24/12 Page 3 of 6 PageID#\_138 8/21/2010 11:58 757--547-4202 FEDEX OFFICE 0928

### **AGREEMENT**

For good and valuable consideration, the Borrower(s) and LBPS agree as follows:

- 1. Acknowledgement. The above facts are true.
- 2. LBPS will refrain from initiating foreclosure proceedings or stay any pending foreclosure proceedings on the Loan from August 25, 2010 to October 20, 2010 if Borrower(s) performs all of the following:
  - a) Execute this Agreement and have Borrower(s)'s signature notarized.
  - b) Send the Agreement to LBPS at the address referenced at the end of this Agreement.
  - c) Pay to LBPS an initial amount of \$859.88 in certified funds or cashier's check.
  - d) The signed notarized Agreement and payment must be received by LBPS at 14523 SW Millikan Way, Suite 200 Beaverton, OR 97005 on or before August 25, 2010.
  - e) Pay to LBPS mouthly installments of \$859.88 on September 20, 2010 and on the 20th of each month through October 20, 2010.
  - f) If no escrow account for payments of taxes and insurance has been established with LBPS, Borrower(s) must ensure that taxes on the Property are kept current and that the Property is properly insured. Borrower(s) must provide proof of tax status and property insurance enverage if requested by LBPS.
- 3. Each monthly installment referenced above must be received by LBPS on or before the due date set forth above. Time is of the essence there is no grace period under this Agreement.
- Each monthly installment referenced above must be forwarded to IBM Lender Business Process Services, Inc. PO Box 7162 Pasadena, CA 91109-7162.
- 5. The Loan will not necessarily be reinstated by entering into this Agreement and/or by making the payments hereunder. The payments required in this Agreement to postpone foreclosure proceedings may not be sufficient to satisfy the regular monthly payments required by the loan documents. Therefore it is likely that the loan still will be in default after Borrower(s) makes all payments required by this Agreement.
- 6. Upon completion or early termination of this Agreement, LBPS is under no obligation to extend or renew the terms of this Agreement.
- 7. Except for postponing the foreclosure proceeding if Borrower(s) performs in accordance with this Agreement, nothing in this Agreement or LBPS's acceptance of payments shall be a waiver by LBPS of any defaults specified herein or LBPS's rights and remedies available pursuant to the loan documents and state or federal law. Without limitation, LBPS may continue to incur costs to maintain contact with the Borrower(s) or to value and inspect the Property. Any costs may be charged to the loan as permitted by law.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVIR, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY. COLORADO: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COLORADOATTORNEYGENERALGOVICA. LBPS maintains a local office at 600 Seventeenth Street, Suite 800 North Tower, CO 80202. The office's phone number is 866.436.4766, NEW YORK CITY: 1331537, 1340663, 1340148. TENNESSIES: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance, IBM Lender Business Process Services, Inc. is licensed to do business at 14523 SW Milliam Way, Beaverion, OR.

- If Borrower's) fails to comply with any of the provisions in this Agreement, without limitation of any 8. remedy, LBPS or the owner of the Loan may immediately continue with foreclosure proceedings without additional notice to the Borrower(s), or notice as required pursuant to the applicable state law.
- 9. LBPS or the owner of the Loan may terminate this Agreement if any of the following events occur:
  - Bonower(s) fails to perform any obligation under this Agreement or the loan documents.
  - Borrower(s) files a petition of bankruptcy.
  - c) Borrower(s) obtains a stay from the forcelosure proceedings in either a federal or state court.
  - d) The lien securing the Loan is jeopardized by any action of Borrower(s) or a third party.
- 10. Borrower(s) acknowledges that this Agreement may not core the default. Borrower(s) is responsible for any remaining sums due, subject to Section 13.
- 11. Except as provided in this Agreement, the terms of the original note, mortgage/deed of trust and other loan documents remain in full force and effect.
- 12. No payments made pursuant to this Agreement shall be refunded at any time to Bottower(s) for any reason. If Borrower(s) breaches this Agreement, any payment made by Borrower(s) prior to the breach shall be applied to reduce the outstanding obligations pursuant to the note and other loan documents.
- 13. If Borrower(s) receives or has received a discharge of this debt in a bankruptoy proceeding, Borrower(s) will not be personally responsible for the debt. However, the lien against the property securing this debt may remain on the property until the amount owing on the loan is paid.
- 14. Subject to Section 13, Borrower(s) acknowledges responsibility for payment of all costs and fees currently or percenter incurred by LBPS as permitted by law, including, but not limited to, foreclosure legal fees/costs, broker's price opinion/appraisal, property preservation/inspection, negative escrow balances/initial escrow balance requirements, and nonsufficient funds fees, in the course of preserving and protecting its rights hereunder pursuant to the Loan. If permissible by law, LBPS reserves the right to apply funds to advances before loan installments are satisfied.
- 15. If any mathematical error or other error or other mistake is made in computing the amounts needed to oure the delinquency, Borrower(s) agrees that LBPS is entitled to receive all amounts due under the terms of the Loan.
- 16. If any provision of this Agreement is determined under applicable law to be unenforceable, such provision shall be deemed to be sovered from this Agreement, and all remaining provisions shall remain in full force and effect.
- 17. Except for the above provisions, the note and the deed of trust or mortgage shall remain unchanged and the Borrower's) ratifies the note and deed of trust or mortgage. However, if the note may be assumed by another person, the terms of this Agreement are not assumable unless required by law. The note and deed of trust or mortgage and this Agreement constitute the only agreements of the parties and supersede any prior discussions or proposed agreements or representations, whether made orally or in writing. This Agreement cannot be amended without the written consent of both parties.
- 18, Any copy of this Agreement shall be considered an original.

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BORKOWER(S)	IBM Lender Business Process Services, Inc.
By: Liter L. Crawley Namo: Poter I. Crawley	Ву:
Date: 8-20-2010	Name: IBM Lender Business Process Services, Inc.
By:	14523 SW Millikan Way, Suite 200 Beaverton, Oregon 97005
Date:	
Notarization Acknowledgment	

JENNIFER THAMES EDWARDS

NOTARY PUBLIC

COMMINIMENTH OF VIRGINIA

MY COMMISSION # 269308

8/20/10

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